



STATE OF MONTANA REQUEST FOR PROPOSAL (RFP)

RFP Number: <u>070201</u>	RFP Title: <u>Finley Point, West Shore, and Lake Mary Ronan Forest Management Project</u>
RFP Response Due Date and Time: <u>May 30, 2007</u> 2:00 pm, Local Time	Number of Pages: 24

ISSUING AGENCY INFORMATION	
Procurement Officer: <u>Sally Byrd</u>	Issue Date: <u>May 2, 2007</u>
Fish Wildlife and Parks Procurement Officer: Sally Byrd/Donna Aldrich Address: P.O. Box 200701, 930 Custer Ave Telephone Number: (406) 495-3241 Fax Number: (406) 495-3253 E-mail Address: doaldrich@mt.gov	Phone: (406) 495-3249 Fax: (406) 495-3253 TTY Users, Dial 711 Website: http://www.fwp.mt.gov

INSTRUCTIONS TO OFFERORS	
Return Proposal to: Montana Fish, Wildlife and Parks Purchasing Office P.O. Box 200701 930 Custer Avenue Helena, MT 59620-0701	Mark Face of Envelope/Package: RFP Number: <u>070201</u> RFP Response Due Date: May 30, 2007 Special Instructions:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name/Address:	Authorized Offeror Signatory: (Please print name and sign in ink)
Offeror Phone Number:	Offeror FAX Number:
Offeror E-mail Address:	

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the State of Montana

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the State of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the “question and answer” period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the State’s website and will include all questions asked and answered concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, sample budget form, certification forms, etc.
8. _____ **Check the State’s website for RFP addenda.** Before submitting your response, check the State’s website at <http://www.fwp.mt.gov> to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluator/evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

This checklist is provided for assistance only and should not be submitted with Offeror’s Response.

SCHEDULE OF EVENTS

EVENT	DATE
RFP Issue Date.....	<u>May 2, 2007</u>
Deadline for Receipt of Written Questions.....	May 15, 2007
Deadline for Posting of Written Responses to the Agencies' Website	May 18, 2007
RFP Response Due Date.....	May 30, 2007
Offeror Interviews/Product Demonstrations (Optional).....	Possibly week of May 28 or June 4, 2007
Intended Date for Contract Award	week of June 11, 2007

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The STATE OF MONTANA, Fish, Wildlife, & Parks, (hereinafter referred to as “the State”) is seeking a Forester to provide Forest Management Plans and the implementation and oversight of the plans for West Shore, Lake Mary Ronan, and Finley Point State Parks. The Forester will also aid the State in the selection of a logging contractor and the oversight of the logging contractors adherence to the Forest Management Plan. A more complete description of the supplies and/or services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The contract term is for a period of 1 year beginning upon contract execution. Renewals of the contract, by mutual agreement of both parties, may be made at 6-month intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of 3 years, at the option of the State.

1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any state staff or officials regarding this procurement, except at the direction of Sally Byrd**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: **Sally Byrd**
Address: **P.O. Box 200701, 930 Custer Ave**
Telephone Number: **(406) 495-3249**
Fax Number: **(406) 495-3253**
E-mail Address: **sbyrd@mt.gov**

1.3 REQUIRED REVIEW

1.3.1 Review RFP. Offerors should carefully review the instructions, mandatory requirements, specifications, standard terms and conditions, and contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. The State will make any final determination of changes to the RFP.

1.3.2 Form of Questions. Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the procurement officer referenced above on or before **May 15th, 2007**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.3.3 State's Response. The State will provide an official written response by **May 18th, 2007** to all questions received by **May 15th, 2007**. The State's response will be by formal written addendum. Any other

form of interpretation, correction, or change to this RFP will not be binding upon the State. Any formal written addendum will be posted on the State's website alongside the posting of the RFP at <http://www.fwp.mt.gov> by the close of business on the date listed. **Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

1.4 GENERAL REQUIREMENTS

1.4.1 Acceptance of Standard Terms and Conditions/Contract. By submitting a response to this RFP, offeror agrees to acceptance of the standard terms and conditions and contract as set out in Appendices A and B of this RFP. Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law. Requests for additions or exceptions to the standard terms and conditions, contract terms, including any necessary licenses, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The State reserves the right to address non-material requests for exceptions with the highest scoring offeror during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in any formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP. The State will make any final determination of changes to the standard terms and conditions and/or contract.

1.4.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The State's contract, attached as Appendix B, contains the contract terms and conditions which will form the basis of any contract between the State and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the State, will govern in the same order of precedence as listed in the contract.

1.4.3 Mandatory Requirements. To be eligible for consideration, an offeror **must** meet the intent of all mandatory requirements. The State will determine whether an offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.4.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.4.5 Prime Contractor/Subcontractors. The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The State reserves the right to approve all subcontractors. The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the State.

1.4.6 Offeror's Signature. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.4.7 Offer in Effect for 120 Days. A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

1.5 SUBMITTING A PROPOSAL

1.5.1 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. The State may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.5.2 Multiple Proposals. Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.5.3 Copies Required and Deadline for Receipt of Proposals. Offerors must submit **one original proposal and (4) four copies** to Fish Wildlife and Parks, Purchasing Office, P O Box 200701, 930 Custer Ave, Helena MT 59601. **PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** to clearly indicate that they are in response to RFP#070201. ***Proposals must be received at Fish Wildlife and Parks, Purchasing Office prior to 2:00 p.m., Mountain Standard Time, May 30, 2007. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.***

1.5.4 Late Proposals. ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.6 COST OF PREPARING A PROPOSAL

1.6.1 State Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to execution of a contract.

1.6.2 All Timely Submitted Materials Become State Property. All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2.1 OFFEROR COMPETITION

The State encourages free and open competition among offerors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the State; and (3) other constitutional protections. See Mont. Code Ann. § 18-4-304.

2.2.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the General Services Division's website at: <http://www.mt.gov/doa/gsd/procurement/forms.asp> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either "responsive" or "nonresponsive," in accordance with ARM 2.5.602. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility in accordance with ARM 2.5.407. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of nonresponsibility. If an offeror is found nonresponsible, the determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

2.3.3 Evaluation of Proposals. An evaluator/evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the State may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the State. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.3.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.3.5 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product

Demonstration. After receipt of all proposals and prior to the determination of the award, the State may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to Helena, Montana, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.3.6 Best and Final Offer. The "Best and Final Offer" is an option available to the State under the RFP process, which permits the State to request a "best and final offer" from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes. The State reserves the right to request a "best and final offer" for this RFP, if any, based on price/cost alone.

2.3.7 Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluator's/evaluation committee's recommendation.

2.3.8 Request for Documents Notice. Upon concurrence with the evaluator's/evaluation committee's recommendation for contract award, the procurement officer will issue a "Request for Documents Notice" to the highest scoring offeror to obtain the required insurance documents, contract performance security, an electronic copy of any requested material, i.e., response to clarification questions and/or Best and Final Offer, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract signed by all parties is in place. The procurement officer will notify all other offerors of the State's intent to begin contract negotiation with the highest scoring offeror.

2.3.9 Contract Negotiation. Upon issuance of the "Request for Documents Notice," the procurement officer and/or state agency representatives may begin contract negotiation with the responsive and responsible offeror whose proposal achieves the highest score and is, therefore, the most advantageous to the State. If contract negotiation is unsuccessful or the highest scoring offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and begin negotiations with the next highest scoring offeror.

2.3.10 Contract Award. Contract award, if any, will be made to the highest scoring offeror who provides all required documents and successfully completes contract negotiation. A formal contract utilizing the Contract attached as Appendix B and incorporating the Standard Terms and Conditions attached as Appendix A will be executed by all parties.

2.4 STATE'S RIGHTS RESERVED

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- cancel or terminate this RFP (Mont. Code Ann. § 18-4-307);
- reject any or all proposals received in response to this RFP (ARM 2.5.602);
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal (ARM 2.5.505);
- not award if it is in the best interest of the State not to proceed with contract execution (ARM 2.5.602); or
- if awarded, terminate any contract if the State determines adequate state funds are not available (Mont. Code Ann. § 18-4-313).

SECTION 3: SCOPE OF PROJECT

3.0 Overview

The STATE OF MONTANA, Fish, Wildlife, & Parks, (hereinafter referred to as “the State”) is seeking a Forester to provide Forest Management Plans and the implementation and oversight of the plans for West Shore, Lake Mary Ronan, and Finley Point State Parks. The Forester will also aid the State in the selection of a logging contractor and the oversight of the logging contractor's adherence to the Forest Management Plan. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

3.1 Locations

- 1) Finley Point State Park is an approx. 27.83 acre parcel located on the Southeast portion of Flathead Lake, MT. From Polson, MT proceed 11 miles North on highway 35 and then 4 miles West on the County road. The Park encompasses all or parts of Township 23N, Range 19W, Section 18
- 2) West Shore State Park is an approx. 129.25 acre parcel located on the Western portion of Flathead Lake, MT. From Kalispell, proceed 20 miles South on Highway 93. The Park encompasses all or parts of Township 25N, Range 20W, Sections 4 and 9.
- 3) Lake Mary Ronan State Park is an approx. 119.54 acre parcel located on the Eastern portion of Lake Mary Ronan, MT. From Dayton, MT proceed 7 miles Northwest on Highway 352. The Park encompasses all or parts of Township 25N, Range 22W, Sections 13 and 14.

3.2 Scope of Project

Montana Fish Wildlife and Parks Department (FWP), State Parks Division, hereafter referred to as “the State”, seeks the services of a Professional Forester or Natural Resource Management Company to prepare forest health prescriptions, assist the State during the Environmental Assessment process, and to administer the implementation of the logging/cleanup/rehabilitation for Finley Point, West Shore, and Lake Mary Ronan State Parks. The selected Forester will be required to provide the State with written forest health prescriptions for all three Parks. These prescriptions will in turn be used by FWP staff as a basis for writing an Environmental Assessment (EA), which involves requesting public comment on the proposed prescriptions. The selected Forester will be required to aid the State in answering questions, attending public meetings, and addressing any concerns raised during the Environmental Assessment. Once the EA process has been completed, the selected Forester will be required to administer a competitive bid process to locate a logging contractor to implement the actual forest health prescription for each Park. The selected Forester will be required to monitor the progress and compliance of the logging contractor during harvesting and clean up. The sale of commercial timber products will finance the actual logging and clean up/rehabilitation of each Park. The selected Forester will be required to market the timber products in the best interest of the State, account for income generated from the sale of timber products and the subsequent use of funds to pay for future needs relating to the implementation of each resulting Forest Health Prescription for all three Parks. Some examples of future needs would be slash management, rehabilitation/reforestation with native species, and noxious weed control.

3.3 Forest Health Prescription

The State requires a written Forest Health Management prescription for each individual Park. The prescription should address, at a minimum, any diseased or dead trees, fire hazards/fuels reduction, treatment for bio-diversity among tree species, noxious weed inventory/treatment plan, and general project site rehabilitation needs. These prescriptions will include site maps with written treatment objectives for each individual Park. See appendix ‘1’ for each park's size, boundary and location.

3.4 Environmental Assessment Process

The State will use each forest health management prescription as a basis for the EA process. The selected forester will be required to aid the State in answering written questions, attending the public meetings, marking trees to be removed and general assistance to FWP staff during the EA process. Once the EA process has been completed, the forester will be tasked with incorporating these changes into the project, finding the most cost effective ways of carrying out each part of the project while taking into account the public interaction and sensitivity of each park situation.

3.5 Administration and Implementation of Operations

The selected Forester will be required to administer and implement the following:

- 1) Provide timber valuation estimates for each park.
- 2) Market the timber products in the best interests of the State.
- 3) Provide written cost estimates for each park in regards to the implementation of each prescription.
- 4) Provide a competitive bid process in the locating of a suitable logging/clean up/rehabilitation contractor(s) to implement the forest health prescription at each park. All items must meet with the State of Montana contract requirements.
- 5) Provide contract administration with the prime contractor and any sub contractors that may be hired during this process. All items must meet with the State of Montana contract requirements.
- 6) Provide contract oversight and implementation during logging/clean up/rehabilitation activities at each park. The Forester will act as the representative of the State during operations and will protect the State's interest as it applies to each part of the logging/clean up/ rehabilitation process. The State will require on site project oversight by the selected Forester, to verify that the State's interests are being monitored.
- 7) Provide monthly accounting to the State as it relates to cost estimates, revenue estimates, contract outlays, revenue generated, and general administration of revenue and payments as it relates to the implementation of the logging/clean up/rehabilitation efforts.
- 8) Provide logging, clean up and rehabilitation plans for each individual park. This will require working with FWP staff in addressing any concerns with the park during and after the logging operations have been completed.
- 9) All costs of the logging/clean up/rehabilitation will be paid for through the sale of the timber products harvested from each park. The selected Forester will be required to administer and account for the funds in the best interest of the State.
- 10) All decisions regarding the selection of contractors, disbursement of funds, and all project administration shall be conveyed through the State. The State reserves the right to alter these decisions, as it deems necessary.

SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

4.0 STATE'S RIGHT TO INVESTIGATE AND REJECT

The State may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. The State reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the State that the offeror is properly qualified to carry out the obligations of the contract. This includes the State's ability to reject the proposal based on negative references.

4.1 OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

In order for the State to determine the capabilities of an offeror to provide the supplies and/or perform the services specified in Section 3 above, the offeror must respond to the following requests for information regarding its ability to meet the State's requirements. **THE RESPONSE "(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY" IS NOT APPROPRIATE FOR THIS SECTION.**

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.

4.2. Minimum Qualifications

- 4.2.1. Forester Representative will have a minimum of a B.S in Forestry or Wildlife Biology from an accredited University and 10 years of professional forestry work.
- 4.2.2 Demonstrated experience in log scale accounting, log marketing, preparation of log purchase agreements and timber harvest contracts, timber sale preparation, timber sale administration, slash management and reforestation.

4.3. Technical Specifications

- 4.3.1 Performance period: Operations may begin immediately following award of the contract.
- 4.3.2 A written silvicultural prescription for each Park will be prepared and submitted to the State by July 1st, 2007.
- 4.3.3 The Forester will complete timber sale layout and timber cruise by August 24th, 2007.
- 4.3.4 Forester will conduct a walk-through of the project area for prospective logging contractors, in August/September of 2007.
- 4.3.5 Log purchase agreements, a harvest contract, and the selection of a logging contractor will be signed and completed by September 21st, 2007.
- 4.3.6 All major Logging activities shall be completed before February of 2008.

4.4. Offeror Qualifications

4.4.1. References

Offeror shall provide a minimum of 3 references that are using services of the type proposed in this RFP. The references may include state government or universities where the offeror, preferably within the last 3 years, has successfully completed, similar types of work. At a minimum, the offeror shall provide the

company name, the location where the services were provided, contact person(s), customer's telephone number, e-mail address, and a complete description of the service type, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. The State reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

4.4.2. Company Profile and Experience

Contractor representative must have a minimum of **10** years professional timber harvesting experience. Contractor must have demonstrated experience in all aspects of logging including felling, yarding, processing, and hauling of saw-logs and pulpwood.

Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing supplies and/or services similar to those requested in this RFP and under what company name. Offeror should provide a complete description of any relevant past projects, within the past **3** years, including the supply/service type and dates the supplies and/or services were provided.

4.4.3. Staff Qualifications/Resumes

A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

4.5. Methods of Providing Services

4.5.1 Work Plan

Within this plan please describe your methodology for addressing the following integral components of this project:

- a) **preparing silvicultural prescriptions**
- b) **harvest planning and equipment and system selection**
- c) **merchandizing and marketing the timber products**
- d) **log scale accounting and analysis of price proposals**
- e) **timber sale preparation and administration**
- f) **slash management/erosion control**
- g) **rehabilitation/reforestation with native species**
- h) **noxious weed control**

4.5.2 Accounting and Reporting Procedures

The sale of commercial timber products is anticipated to be greater than the overall project costs. The Department must approve all decisions regarding disbursement or allocation of funds.

- a) Describe what accounting system will be used to account for the reporting of harvest volume and the income it generates?
- b) Describe how the money generated from the sale of timber products will be retained, accounted for, and used for future project costs (slash disposal, reforestation, etc)?
- c) Describe how you will administer the budget to ensure that the harvesting, reforestation/rehabilitation, and noxious weed costs of this project do not outstrip the anticipated income from the sale of the timber products?

4.6 COST PROPOSAL

The offeror shall provide a project cost to provide Forest Management Plans, implementation and oversight of the plans for West Shore, Lake Mary Ronan, and Finley Point State Parks as a whole. Including in the cost the selection of a logging contractor and the oversight of the logging contractors adherence to the Forest Management Plan for each Park Management Plan and an estimated timeline for completion of each project.

SECTION 5: EVALUATION PROCESS

5.0 BASIS OF EVALUATION

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a **total number of 1000 points**.

5.1 EVALUATION CRITERIA

The evaluation committee will review and evaluate the offers according to the following criteria based on a maximum possible value of 1000 points. The References, Resumes/Company Profile and Experience, and Method of Providing Services portions of the offer will be evaluated based on the following Scoring Guide, while the Cost Proposal will be evaluated based on the formula set below.

Offeror Name: _____ Points Awarded: _____

Category	Section	Possible Points	Points Awarded	Comments
REFERENCES	References Provided = Pass; References Not Provided - Fail			
A. Meets Minimum Qualifications	4.2.1 4.2.2	Pass/Fail		
RESUMES/COMPANY PROFILE AND EXPERIENCE				
A. References	4.4.1	50		
B. Company Profile and Experience	4.4.2	125		
C. Staff Qualifications	4.4.3	75		
METHOD OF PROVIDING SERVICES				
Methods/ Work Plan	4.5.1	368		
a-h each category worth 46 points				
Reporting/Accounting Methods	4.5.2	132		
a-c each category worth 44 points				
COST OF PROPOSAL				
A. Cost of Proposal		*200		
B. Time Line		50		

* Lowest overall cost receives the maximum allotted points. All other offerors receive a percentage of the points available based on their cost relationship to the lowest.

Example: Total possible points for cost is 200.

Offeror A's cost is \$10,000. Offeror B's cost is \$15,000.

Offeror A would receive 200 points

Offeror B would receive 130 points ($\$10,000/\$15,000 = 67\% \times 200 \text{ points} = 130$).

Lowest Responsive Offer Total Cost x Number of available points = Award Points
This Offeror's Total Cost

APPENDIX A: STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the Procurement Office prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.mt.gov/doa/gsd/procurement/reciprocalpreference.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313(4).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

APPENDIX B: CONTRACT

Kalispell Area Forest Management Project (CONTRACT NUMBER)

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana Fish, Wildlife, & Parks, Parks Division, (hereinafter referred to as "the State"), whose address and phone number are P.O. Box 200701, 1420 E. Sixth Ave, Helena MT, (406) 444-3704 and (insert name of contractor), (hereinafter referred to as the "Contractor"), whose address and phone number are (insert address) and (insert phone number).

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect on (insert date), 2007, (or upon contract execution) and terminate on (insert date), 20(), unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

2.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in 6-month intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of 3 years.

3. COST/PRICE ADJUSTMENTS

3.1 Price Adjustments Negotiated Based on Changes in Contractor's Costs. Price adjustments may be permitted at the time of contract renewal through a process of negotiation with the Contractor and the State. Any adjustments will be subject to approval by the Parks Division Assistant Administrator.

4. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the State the following:

- 4.1 A written, detailed Forest Management Plan for Finley Point, West Shore, and Lake Mary Ronan State Park's.
- 4.2 Assist the State, where needed, in regards to the Environmental Assessment process.
- 4.3 On site investigation and layout for various aspects of the Forest Management Plan, such as fuel reduction/defensible space project layout, delineation of openings and retention areas, tree marking, and other miscellaneous layout for a successful project.
- 4.4 Written prescriptive alternatives and maps for mechanical tree harvesting that are consistent with the goals and objectives of the outcome of the Environmental Assessment process.
- 4.5 Providing the State with a competitive bid process in the selection of prospective Logging contractors.
- 4.6 Oversight, monitoring and compliance of successful logging contractor during harvesting and clean up that are consistent with the goals and objectives of the outcome of the Environmental Assessment process.
- 4.7 The merchandizing/marketing, accounting, and analysis of timber sale preparation and administration that is consistent with the goals and objectives of the outcome of the Environmental Assessment process.

- 4.8 The oversight, monitoring and compliance of the Logging contractors slash management and clean up after harvesting that is consistent with the goals and objectives of the outcome of the Environmental Assessment process.
- 4.9 A creation of a detailed plan for the future needs of the Parks forest relating to rehabilitation, reforestation with native species, and noxious weed control that is consistent with the goals and objectives of the outcome of the Environmental Assessment process. Also, the administration and implementation of each plan.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration for the implementation of the Kalispell Area Forest Management plan, the State shall pay a percentage of the total contract cost in relation to the progress of the completed portions of this contract. All decisions concerning progress and pay estimates will be made by the State.

5.2 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

6.2 Retention Period. The Contractor agrees to create and retain records supporting the Kalispell Area Forest Management Project for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

7. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

8. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

9. REQUIRED INSURANCE

9.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the

Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

9.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

9.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$500,000.00 per occurrence and \$1,000,000.00 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

9.4 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

9.5 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors.

9.6 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

9.7 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

9.8 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, must be received by Fish Wildlife and Parks, Purchasing Office. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the **Fish Wildlife and Parks, Purchasing Office**, upon expiration.

11. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no

discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

12. CONTRACT TERMINATION

12.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

12.2 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(4).)

13. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

Darcy Yakoweshen will be the liaison for the State.

(Address): P.O. Box 200701

(City, State, ZIP): Helena, MT, 59620

Telephone: (406) 444-3704

Fax: (406) 444-3352

E-mail: dyakoweshen@mt.gov

_____ will be the liaison for the Contractor.

(Address):

(City, State, ZIP):

Telephone:

Cell Phone:

Fax:

E-mail:

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

14. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

15. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

16. SCOPE, AMENDMENT AND INTERPRETATION

16.1 Contract. This contract consists of (insert number) numbered pages, any Attachments as required, RFP # (insert RFP number), as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

16.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

17. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

(INSERT AGENCY NAME)

(Insert Address)

(Insert City, State, Zip)

(INSERT CONTRACTOR'S NAME)

(Insert Address)

(Insert City, State, Zip)

BY: _____

BY: _____

(Name/Title)

(Name/Title)

BY: _____

BY: _____

(Signature)

(Signature)

DATE: _____

DATE: _____

Approved as to Legal Content:

Legal Counsel (Date)

Agency: _____

Approved as to Form:

Procurement Officer (Date)

State Procurement Bureau

APPENDIX 1



Map date April 2007
Montana Fish, Wildlife & Parks
Field Services Division



1 inch equals 2,000 feet

Flathead Lake - Finley Point State Park
Township 23 N Range 19 W
Portion of Section 18



Finley Point Park Site



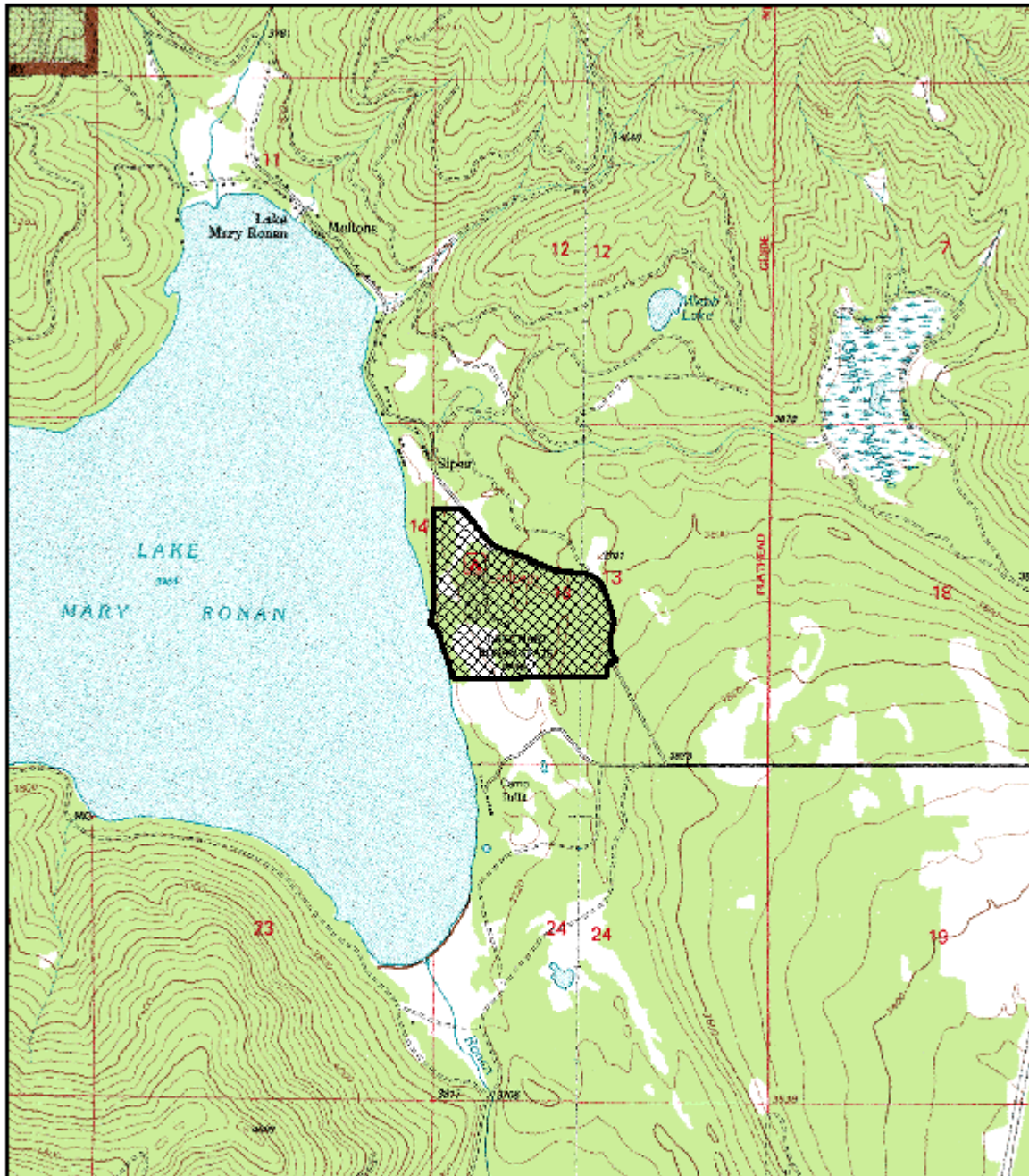
Map date April 2007
 Montana Fish, Wildlife & Parks
 Field Services Division



1 inch equals 2,000 feet

Flathead Lake - West Shore State Park
 Township 25 N Range 20 W
 Portion of Section 4

 West Shore Park Site



Map date April 2007
 Montana Fish, Wildlife & Parks
 Field Services Division



1 inch equals 2,000 feet

Lake Mary Ronan State Park
 Township 25 N Range 22 W
 Portion of Section 13



Lake Mary Ronan Park Site